



# REQUEST FOR PROPOSAL

RFP 012014

Bay County Buildings & Grounds  
Truck with Plow Assembly

THOMAS HICKNER  
BAY COUNTY EXECUTIVE

**REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER**

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR VENDOR LIST.

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<b>DATE OF REQUEST</b>	FEBRUARY 18, 2014
<b>REFERENCE PROPOSAL NUMBER</b>	RFP 012014
<b>PROPOSED DATE/TIME REQUIRED</b>	FEBRUARY 28, 2014 10:00 A.M.
<b>SUBMIT PROPOSAL TO</b>	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE BAY CITY, MI 48708-5128
<b>MARK PROPOSAL</b>	"BUILDINGS & GROUNDS TRUCK WITH PLOW ASSEMBLY" DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

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The Bay County Purchasing Division on behalf of the Bay County Buildings & Grounds will be accepting proposals for one (1) truck equipped with a snow plow package as described below, in conformity with the following specifications:

## **EQUIPMENT SPECIFICATIONS:**

This HD ¾ ton GM vehicle is to conform to the following specifications:

- Model year 2014
- Two wheel drive to four wheel drive (no full time 4 wheel drive)
- Three-quarters (3/4) ton HD, minimum GVW 9,200
- Snow plow prep package
- HD towing package
- Automatic lock-out hubs
- V-8, 350 CI displacement minimum or equivalent, no-lead gasoline fuel engine
- Heavy duty automatic transmission designed for snow plowing
- Power steering
- Power brakes
- Air conditioning
- AM/FM stereo radio
- Cruise Control
- Standard mirror package
- Large capacity fuel tank, minimum thirty (30) gallons
- Heavy duty battery
- Five (5) radial mud/snow tires: LT 265 R16 BW Minimum
- Cloth seats
- Rear step bumper
- Transmission oil cooler
- Heavy duty charging system, 100 AMP minimum alternator
- Heavy duty front suspension designed for snow plowing
- Indicator gauges (no indicator lights)
- Hi-low transfer case
- Rotating overhead light
- Locking differential
- Eight (8) foot plow assembly with power angle, quick connects and hand held controls
- Preferred Plow option: Eight (8) foot V-plow with handheld controls
- Color: Dark Blue but other options may be considered

## **REQUIREMENTS OF BIDDER:**

1. All bids must be good for one-hundred twenty (120) days after the previous stated proposal date.
2. Bids will only be accepted on the attached form. Please attach specification sheet and color options.  
**(SEE ATTACHMENT A)**
3. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. **(SEE ATTACHMENT B)**
4. Business Information. Each bidder is requested to complete the attached business information forms. This attachment will not cause the bid to be rejected but the awarded vendor will need to submit this information prior to the purchase order release. **(See Attachment C)**

## GENERAL INFORMATION:

1. ADDENDA: All additions, corrections or changes to the solicitation documents will be made by addenda only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. CONTACT INFORMATION: To receive these communications, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at [mooref@baycounty.net](mailto:mooref@baycounty.net); failure to do so may limit your ability to submit a complete, competitive proposal.
3. TAX-EXEMPT STATUS: Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
4. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
5. RESPONSIBILITY: Bidders are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 8<sup>th</sup> Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

6. INSURANCE: The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's service, whether such service be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee.
  - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
  - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d. General liability insurance for claims for damages because of bodily injury or death of any person, other than the contractor's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$1,000,000 each occurrence and mandatory \$2,000,000 annual aggregate and property damage limits of not less than \$1,000,000 each occurrence; or combined bodily injury/property damage limits of not less than \$1,000,000 each occurrence, and \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. The contractor has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, may be requested by the County prior to commencement of the project.

SUB-CONTRACTORS: If the Contractor should subcontract any part of the project to a third party, contractor shall ensure that such third party shall carry similar insurance before commencing work. Upon County or owner's request, Contractor shall promptly furnish evidence of insurance for any such third party doing work for or under contractor.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan.

7. COST OF DEVELOPING PROPOSAL: The Bidder shall be responsible for all costs incurred in the development and submission of this response. The County assumes no contractual obligation because of the issuance of the RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. The County will not be contractually bound until the County and the successful Bidder have executed a written contract for performance of the work.
8. PROPOSAL DELIVERY: Proposals must be returned no later than **February 28, 2014, @ 10:00 A.M.** in a sealed envelope clearly marked "**Bay County Buildings & Grounds Truck and Plow Assembly**"--- **Deliver to the Purchasing Office immediately.** The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 8<sup>th</sup> Floor, Bay City, Michigan 48708.

**The County will not accept proposals sent by FAX machine or E-mail.**

9. NON-DISCRIMINATION: In the performance of the bid, bidder agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight and marital status, physical or mental disability. Bidder further agrees that every contract or subcontract entered into for the performance of this bid will contain a provision requiring non-discrimination in employment, as specified here, binding upon each contractor or sub-contractor. This covenant is required pursuant to the Elliot- Larsen Civil Rights Act (MCL 37.1201 et seq.) or the Michigan Persons with Disabilities Civil Rights Act (MCL 37.1101 et seq.) And any breach of this provision may be regarded as a material breach of the contract or subcontract.
10. BID OPENING: There will be a public bid opening immediately following the deadline to receive proposals in the Bay County Information System Department conference room located in the Bay County Building, 8<sup>th</sup> Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
11. BID REJECTION/ACCEPTANCE: The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the best low qualified bid.

12. **BID AWARD:** In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the bid to the vendor providing the best value to the County.
13. **CONTRACT:** The County's award of any bid is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within this time period, the county may reject the selected bidder, and proceed to accept another qualified bid, or reject all bids.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's proposal.

14. **DISPUTES:** In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain from the Purchasing Office, a Bid Protest Form, which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 8<sup>th</sup> Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, within ten (10) working days from the date of the notice of intent to award.
15. **QUESTIONS:** All questions about this RFQ must be directed in writing, via email, to:

Frances Moore  
Purchasing Agent  
[mooref@baycounty.net](mailto:mooref@baycounty.net)

**ADA ASSISTANCE:** The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Tim Quinn  
Director of Personnel and Employee Relations  
Bay County Building  
515 Center Ave  
Ground Floor  
Bay City, MI 48708-5128  
(989) 895-4098  
(989) 895-4049 TDD

Frances Moore, Purchasing Agent  
Bay County Finance Department  
Purchasing Division  
Bay County Building  
515 Center Ave  
8<sup>th</sup> Floor  
Bay City, MI 48708-5128  
(989) 895-4037  
[Email: mooref@baycounty.net](mailto:mooref@baycounty.net)

**This proposal process will be conducted in conformity with the Bay County Purchasing Policy.**

## BID SUMMARY

Vehicle Type	Year	Quantity	Cost
HD ¾ Ton Truck	2014	One (1)	
Plow			

Alternate Plow	Quantity	Cost
V-Plow	One (1)	

**Warranty Information:** Years \_\_\_\_\_ Miles \_\_\_\_\_

**Coverage:** \_\_\_\_\_

\_\_\_\_\_

**Warranty Information – Plow:** Years \_\_\_\_\_

**Coverage:** \_\_\_\_\_

\_\_\_\_\_

**Please state anticipated delivery date assuming an order date of March 17, 2014:** \_\_\_\_\_

**CERTIFICATION**

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_



**BUSINESS INFORMATION**

# BAY COUNTY VENDOR SET UP REQUEST

Return completed form to: Bay County Purchasing  
515 Center Avenue, Suite 701, Bay City MI 48708

**Bay County Use Only** Vendor No.: \_\_\_\_\_  
Review Date: \_\_\_\_\_ Reviewer's Initials: \_\_\_\_\_  
1099: Yes ☐ No ☐  
1099: ☐ 3-Per Diem ☐ 6-Medical ☐ 7-Atty/Non-Employee Comp

## INSTRUCTIONS: Bay County Vendor Set Up Request form is in three (3) parts.

Page 1 of 3: **MANDATORY** – Includes vendor identification, W-9, and contact information.

Page 2 of 3: **OPTIONAL** - Electronic Payment Set Up Request. Not available to one-time vendors.

Page 3 of 3: **MANDATORY** - W-9 form. Only exception, one-time vendors.

**An incomplete form will NOT be processed.**

Authorized Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_

New vendor? Yes ☐ No ☐ Unsure ☐ If no, vendor number: \_\_\_\_\_

One-time vendor? Yes ☐ No ☐ Unsure ☐

If one time vendor, SKIP SECTION I and Contact Person fields below.

If restitution or refund payment, select one box only and SKIP SECTION I.

Refund payment? Yes ☐ Restitution? Yes ☐

Bay County employee? Yes ☐ No ☐

Information change only? Yes ☐ If yes, fill out information change(s) only. Check ☐ next to change, below.

## SECTION I

Please provide **one**: SSN \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Federal ID: \_\_\_\_\_ - \_\_\_\_\_

Incorporated? Yes ☐ No ☐

What goods or services will you provide to Bay County?

☐ Service: \_\_\_\_\_

☐ Product/Supply: \_\_\_\_\_

☐ Attorney/Medical: \_\_\_\_\_

☐ Contact Person Email: \_\_\_\_\_ \*\*\*

☐ Vendor Address: \_\_\_\_\_

☐ Vendor Payment Address, if different from above: \_\_\_\_\_

☐ \*\*\*Optional - Email to receive purchase orders electronically: \_\_\_\_\_

**BAY COUNTY VENDOR ELECTRONIC PAYMENT SET UP REQUEST****INSTRUCTIONS:** Bay County Vendor Set Up Request form is in three (3) parts.Page 1 of 3: **MANDATORY** – Includes vendor identification, W-9, and contact information.Page 2 of 3: **OPTIONAL** - Electronic Payment Set Up Request. Not available to one-time vendors.Page 3 of 3: **MANDATORY** - W-9 form. Only exception, one-time vendors.**An incomplete form will NOT be processed.**

Vendor /Company Name: \_\_\_\_\_

Date: \_\_\_\_\_ Vendor number, if known.: \_\_\_\_\_ Bay County Employee ☐ Skip Vendor Contact below

Financial Institution Name: \_\_\_\_\_

Financial Institution Address: \_\_\_\_\_

Account Type: ☐ Checking ☐ Savings

Bank Routing Number: \_\_\_\_\_

Your bank will have this information.

Account No.: \_\_\_\_\_

Email Address to Receive Deposit Advice: \_\_\_\_\_

Vendor /Company Contact Name: \_\_\_\_\_

Vendor /Company Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The above listed company (Company) sells goods and/or services to Bay County located in Bay City, Michigan. Bay County desires to make payments for such goods and/or services electronically through the ACH Network. COMPANY agrees to grant such flexibility.

Therefore, COMPANY hereby (1) authorizes Bay County to make payments for goods and/or services by ACH, (2) certifies that it has selected the stated depository financial institution, and (3) directs that all such payments be made as provided above.

COMPANY understands that you (Bay County) will verify the information provided above and, in the absence of a discrepancy or other unusual circumstances will begin the direct deposit of payments for goods and/or services within 15 days of your receipt of this form. In the event of a discrepancy, COMPANY understands that COMPANY will be required to provide corrected information by completing a new form. COMPANY acknowledges and agrees that the terms and conditions of all agreements with Bay County concerning the method and timing of payments for goods and/or services shall be amended as provided herein.

**COMPANY will give thirty (30) days advanced written notice to Bay County of any changes in depository financial institution or other payment instructions.**

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----	
<input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,